

REMARKS:

I. Introduction

In the Office Action mailed on February 14, 2007, the Examiner rejected claims 1 to 20. The present amendment cancels no claims, amends claim 18, and adds no new claims. Accordingly, claims 1 to 20 remain pending in this application.

II. Claim Rejections Based on 35 U.S.C. § 112

The Examiner rejected claims 18 to 20 under 35 U.S.C. § 112, second paragraph, as being indefinite because the word "substantially" is not expressly defined in the specification or claims. Claim 18 has been amended to remove the word "substantially." Reconsideration and withdrawal of the objection is requested.

III. Claim Rejections Based on 35 U.S.C. § 103(a)

(a) The Examiner rejected claims 1 to 9 under 35 U.S.C. § 103(a) as being unpatentable over Russell (US Pub. 2004/0244524) in view of Osborne (US 5,277,077).

Pursuant to 35 U.S.C. § 103(c)(1), Russell (US Pub. 2004/0244524) cannot preclude patentability under section 103 because Russell qualifies as prior art only under subsection (e) of section 102 and the subject matter of Russell and the claimed invention were, at the time the claimed invention was made, owned by the same person or subject to an obligation of assignment to the same person. The inventor of the subject matter of Russell was subject to an obligation of assignment to Dura Global Technologies, Inc. at the time the invention was made. The subject matter of Russell was subsequently assigned to Dura Global Technologies, Inc. on April 10, 2003 and recorded at Reel 016260, Frame 0005 on April 15, 2003 (see attached copy). The inventor of the claimed subject matter was also subject to an obligation of assignment to Dura Global Technologies, Inc. at the time the claimed invention was made (which was subsequent to the time the Russell invention was made). The claimed invention was subsequently assigned to Dura Global Technologies, Inc. on March 18, 2004 and recorded at Reel 015171, and Frame 0140 on March 30, 2004 (see attached copy). Therefore, Russell (US Pub. 2004/0244524) cannot preclude patentability under section 103. Reconsideration and withdrawal of the rejection is requested.

(b) The Examiner rejected claims 10 to 15 under 35 U.S.C. § 103(a) as being unpatentable over Russell (US Pub. 2004/0244524) in view of Kataumi (US 5,445,046).

As discussed above, Russell (US Pub. 2004/0244524) cannot preclude patentability under section 103. Reconsideration and withdrawal of the rejection is requested.

(c) The Examiner rejected claims 16 and 17 under 35 U.S.C. § 103(a) as being unpatentable over Russell (US Pub. 2004/0244524) in view of Kataumi (US 5,445,046) and further in view of Osborne (US 5,277,077).

As discussed above, Russell (US Pub. 2004/0244524) cannot preclude patentability under section 103. Reconsideration and withdrawal of the rejection is requested.

IV. Allowable Subject Matter

Applicant acknowledges that the Examiner indicated claims 18 to 20 to be allowable if rewritten to overcome the current rejection under 35 U.S.C. § 112, second paragraph. As discussed above, the current rejection under 35 U.S.C. § 112, second paragraph, has been overcome. An indication of the allowance of claims 18 to 20 is requested.

V. CONCLUSION

In light of the foregoing, it is respectfully submitted that the present application is in a condition for allowance and notice to that effect is hereby requested. If it is found that that the present amendment does not place the application in a condition for allowance, applicant's undersigned attorney requests that the examiner initiate a telephone interview to expedite prosecution of the application. If there are any fees resulting from this communication, please charge same to our Deposit Account No. 50-3915.

Respectfully submitted,



Richard M. Mescher
Reg. No. 38,242

PORTER, WRIGHT, MORRIS & ARTHUR LLP
41 South High Street
Columbus, Ohio 43215
(614) 227-2026
Fax: (614) 227-2100

April 19, 2007

Re. Application Number 10/812,664

Page 8 of 8 pages



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 24, 2004

PTAS
PORTER, WRIGHT, MORRIS & ARTHUR LLP
BELINDA L. REYNOLDS, LEGAL ASSISTANT
41 SOUTH HIGH STREET
COLUMBUS, OH 43215



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RECORDATION DATE: 03/30/2004

REEL/FRAME: 015171/0140
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
WANG, YONG QIANG

DOC DATE: 03/18/2004

ASSIGNEE:
DURA GLOBAL TECHNOLOGIES, INC.
2791 RESEARCH DRIVE
ROCHESTER HILLS, MICHIGAN
48309-
3575

SERIAL NUMBER: 10812664

FILING DATE: 03/30/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: ELECTRONIC ACTUATED SHIFTER FOR AUTOMATIC TRANSMISSIONS

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10/6/04

015171/0140 PAGE 2

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
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04-06-2004

**RECORDATION FO.
PATENT**



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17497 U.S. PTO
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3.30.04
To the Honorable Commissioner of Patents and Trademarks.
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1. Name of conveying party(ies):
Yong Qiang Wang

2. Name and Address of receiving party(ies):
Name: Dura Global Technologies, Inc.
Internal Address: _____

Additional name(s) of conveying
party(ies) attached? ☐ Yes ☒ No

Street Address: 2791 Research Drive
Rochester Hills, MI 48309-3575

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other
Execution Date: March 18, 2004

Additional name(s) & address(es) attached?
☐ Yes ☒ No

4. Application number(s) or patent number(s)

If this document is being filed with a new application, the filing date of the application is: March 30, 2004
A. Patent Application No.(s) _____ B. Patent No.(s) _____

10412664

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of person to whom
correspondence concerning document
should be mailed:

Name: Belinda L. Reynolds, Legal Assistant
Internal Address: _____
Porter, Wright, Morris & Arthur LLP
Street Address: 41 South High Street

6. Total number of applications and patents
involved: 1

7. Total fee (37 CFR 3.41): \$40
☐ Enclosed
☒ Authorized to be charged to deposit account

City: Columbus State: OH ZIP: 43215

8. Deposit account number: 16-2326
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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct
and any attached copy is a true copy of the original documents.

Richard M. Mescher
Name of Person Signing

[Signature]
Signature

March 30, 2004
Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:

04/05/2004 LUMELLER 00000144 162326 10812664
01 FC:0021 40.00 00

Commissioner for Patents
P.O. Box 1450
Arlington, VA 22313-1450

ASSIGNMENT

Whereas, I, **Yong Qiang Wang** a resident of Rochester Hills, Michigan, have solely invented certain new and useful improvements in an **"ELECTRONIC ACTUATED SHIFTER FOR AUTOMATIC TRANSMISSIONS"**, for which I submitting an application for United States Patent concurrently herewith (Porter, Wright, Morris & Arthur Docket No. 3993968-150413-1);

And whereas, **Dura Global Technologies, Inc.** a corporation duly organized and existing under the laws of the State of Michigan and having a place of business at 2791 Research Drive, Rochester Hills, Michigan 48309, is desirous of acquiring the entire right, title and interest in, to and under said invention and said patent application, any continuing applications, continuations-in-part, divisional applications, refiled or reissue applications made in the United States of America and all other Nations which may result from said invention and information disclosed in said application, and any and all Letters Patent of the United States and other Nations which may be issued therefrom;

Now, therefore, in accordance with my employment agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, I, **Yong Qiang Wang**, do hereby sell, assign and transfer to **Dura Global Technologies, Inc.** the entire and undivided right, title and interest in and to my invention of new and useful improvements in and to an **"ELECTRONIC ACTUATED SHIFTER FOR AUTOMATIC TRANSMISSIONS"**, said application for letters patent, the invention therein described, and all rights appurtenant thereto and in all our applications related thereto, including each of the following: the right to apply for any letters patent for said invention in the United States of America and in any and all foreign countries, any and all other applications for letters patent on said invention, in whatsoever countries, including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said application or related thereto; any and all letters patent that may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, or continuations of letters patent granted for said inventions or upon said applications, to the full end of the term or terms for which said letters patent may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or letters patent therefor, all to be held by **Dura Global Technologies, Inc.**, its successors and assigns, all the same as I would have held and enjoyed had this Assignment not been made.

I hereby authorize and grant the right to **Dura Global Technologies, Inc.** to file and prosecute patent applications in any or all countries on all or any part of said invention in our names or in the name of **Dura Global Technologies, Inc.** or otherwise, as **Dura Global Technologies, Inc.** may deem advisable under any international convention, treaty, or agreement or otherwise.

I hereby request and authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any letters patent for said invention to **Dura Global Technologies, Inc.**, as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment.

I hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; I covenant that I will not execute, grant, or transfer any rights or interests inconsistent herewith, I bind myself, my heirs, executors, administrators and legal representatives to execute and deliver to **Dura Global Technologies, Inc.**, its successors and assigns, any further documents or instruments and to perform any and all further acts that may be deemed necessary to enable it, its successors and assigns to file applications for letters patent for said invention in any country in which it may elect to file such applications, and to vest in **Dura Global Technologies, Inc.**, its successors and assigns, the title herein conveyed and intended to so be, and to enable such title to be recorded in the United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to vest in **Dura Global Technologies, Inc.**, its successors and assigns; and I further covenant and agree, for myself and my executors, administrators and legal representatives, that I and they will, upon request, communicate to **Dura Global Technologies, Inc.**, its successors and assigns, any facts relating to said invention and the history thereof, known to me or them and that I and they will testify as to the same in any proceeding, interference or litigation when requested to do so by **Dura Global Technologies, Inc.**, its successors and assigns.

Inventor: **Yong Qiang Wang**

Inventor's Signature: 

Date Signed: 03/18/2004



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 14, 2005

PTAS

PORTER, WRIGHT, MORRIS & ARTHUR LLP
BELINDA L. REYNOLDS, LEGAL ASSISTANT
41 SOUTH HIGH STREET
COLUMBUS, OH 43215



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RECORDATION DATE: 04/15/2003

REEL/FRAME: 016260/0005
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

RUSSELL, RONALD A.

DOC DATE: 04/10/2003

ASSIGNEE:

DURA GLOBAL TECHNOLOGIES, INC.
2791 RESEARCH DRIVE
ROCHESTER HILL, MICHIGAN 48309-3575

SERIAL NUMBER: 10413764

FILING DATE: 04/15/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: ELECTRONICALLY ACTUATED SHIFTER MECHANISM

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

*added
6/7/11/05*

07-13-2005



102949145

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Street Address: 2791 Research Drive
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3. Nature of conveyance:
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4. Application number(s) or patent number(s)

If this document is being filed with a new application, the filing date of the application is: April 15, 2003

A. Patent Application No.(s) 10-413764

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of person to whom
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Name: Belinda L. Reynolds, Legal Assistant
Internal Address: _____
Porter, Wright, Morris & Arthur LLP
Street Address: 41 South High Street

6. Total number of applications and patents
invented: 1

7. Total fee (37 CFR 3.41): \$40.00
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City: Columbus State: OH ZIP: 43215

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and any attached copy is a true copy of the original documents.

Richard M. Mescher
Name of Person Signing

Richard M. Mescher
Signature

April 15, 2003
Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT

Whereas, I, Ronald A. Russell, a resident of Whitehall, Michigan, have solely invented certain new and useful improvements in an "ELECTRONICALLY ACTUATED SHIFTER MECHANISM", for which I am submitting a United States Patent Application herewith (Porter, Wright, Morris & Arthur Docket No. 3993968-141938);

And whereas, Dura Global Technologies, Inc. a corporation duly organized and existing under the laws of the State of Michigan and having a place of business at 2791 Research Drive, Rochester Hills, Michigan 48309, is desirous of acquiring the entire right, title and interest in, to and under said invention and said patent application, any continuing applications, continuations-in-part, divisional applications, refiled or reissue applications made in the United States of America and all other Nations which may result from said invention and information disclosed in said application, and any and all Letters Patent of the United States and other Nations which may be issued therefrom;

Now, therefore, in accordance with my employment agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, I, Ronald A. Russell do hereby sell, assign and transfer to Dura Global Technologies, Inc. the entire and undivided right, title and interest in and to our invention of new and useful improvements in and to an "ELECTRONICALLY ACTUATED SHIFTER MECHANISM", said application for letters patent, the invention therein described, and all rights appurtenant thereto and in all our applications related thereto, including each of the following: the right to apply for any letters patent for said invention in the United States of America and in any and all foreign countries, any and all other applications for letters patent on said invention, in whatsoever countries, including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said application or related thereto; any and all letters patent that may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, or continuations of letters patent granted for said inventions or upon said applications, to the full end of the term or terms for which said letters patent may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or letters patent therefor, all to be held by Dura Global Technologies, Inc., its successors and assigns, all the same as we would have held and enjoyed had this Assignment not been made.

I hereby authorize and grant the right to Dura Global Technologies, Inc. to file and prosecute patent applications in any or all countries on all or any part of said invention in my name or in the name of Dura Global Technologies, Inc. or otherwise, as Dura Global Technologies, Inc. may deem advisable under any international convention, treaty, or agreement or otherwise.

I hereby request and authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any letters patent for said invention to **Dura Global Technologies, Inc.**, as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment.

I hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; I covenant that I will not execute, grant, or transfer any rights or interests inconsistent herewith, I bind myself, my heirs, executors, administrators and legal representatives to execute and deliver to **Dura Global Technologies, Inc.**, its successors and assigns, any further documents or instruments and to perform any and all further acts that may be deemed necessary to enable it, its successors and assigns to file applications for letters patent for said invention in any country in which it may elect to file such applications, and to vest in **Dura Global Technologies, Inc.**, its successors and assigns, the title herein conveyed and intended to so be, and to enable such title to be recorded in the United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to vest in **Dura Global Technologies, Inc.**, its successors and assigns; and I further covenant and agree, for myself and my executors, administrators and legal representatives, that I and they will, upon request, communicate to **Dura Global Technologies, Inc.**, its successors and assigns, any facts relating to said invention and the history thereof, known to me or them and that I and they will testify as to the same in any proceeding, interference or litigation when requested to do so by **Dura Global Technologies, Inc.**, its successors and assigns.

Sole Inventor:

Ronald A. Russell

Sole Inventor's Signature:

Ronald A. Russell

Date Signed:

April 10, 2003